

ReplyBuy, Inc.
7147 E. Rancho Vista Dr.
Suite 104
Scottsdale, AZ. 85251

University of Arizona Athletics
1000 N. University Ave.
Tucson, AZ 85721

July 25th, 2017

Tom Fiebiger
University of Arizona Procurement & Contracting Services
University Services Annex
Bldg A300 Rm A259
PO Box 210300
Rucson, AZ 85721

Re: Extension of the Agreement

Dear Tom:

Reference is made to that Client Application Marketing Agreement dated July 15th, 2015 as amended (the "Agreement") entered into by University of Arizona Athletics ("Client") and ReplyBuy, Inc. ("ReplyBuy").

The parties hereby agree as follows:

1. The Agreement is hereby extended until the end of the day on July 22nd, 2019 (the "Extension Period"). Following the Extension Period, the Agreement shall renew for additional successive twelve (12) month terms (each a "Renewal Term"), unless either party notifies the other in writing at least ninety (90) days prior to the end of the then-current term of its intention not to renew the Agreement. The Extension Period and any Renewal Term are referred to collectively as the "Term."

2. During the Extension Period, ReplyBuy will be Client's exclusive provider for ticket purchases made via mobile phone in response to a text message.

3. The terms and conditions (including the pricing and percentages) of the Agreement and this letter are Confidential Information (as defined in the Agreement) of both parties. A party may disclose information concerning the Agreement, this letter and the transactions contemplated hereby, including providing a copy of the Agreement and this letter, in confidence to any or all of the following: potential acquirers, merger partners, investors (including general partners), lenders, financing sources, and their personnel, attorneys, auditors and investment bankers, in connection with the due diligence review of such party by persons; and to the party's outside accountants, legal counsel, auditors and other profession advisors and persons with a bona fide need to know. A party may also disclose the Agreement and this letter in connection with any litigation or legal action concerning this Agreement and this letter. Pursuant to public records request requirements; the Agreement may be required to be disclosed. In the event of such request, Client will notify ReplyBuy with at least 5 days advance notice prior to disclosure.

Except as expressly set forth herein, the Agreement remains unchanged. In the event of a conflict between the Agreement and this letter, this letter will control.

If you are in agreement with the changes described in this letter, please indicate your acceptance by signing in the space provided below. Thank you.

Sincerely,
ReplyBuy, Inc.

**Arizona Board of Regents on behalf
of The University of Arizona**

ACCEPTED AND AGREED:
University of Arizona Athletics

By:  07/25/12

Name: Tom Fiebiger C.P.M

Its: Purchasing Manager

Joshua P. Manley
Josh Manley, CEO

**The attached Addendum is hereby
Incorporated into this agreement.**

Addendum

NON-DISCRIMINATION: The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration..

CONFLICT OF INTEREST The Arizona Board of Regents may, within three years after its execution, cancel this Contract without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining this Contract for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Contract while the Contract or any extension hereof is in effect.


INSPECTION AND AUDIT

The Contractor agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the contract. In addition, the Contractor agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

NO BOYCOTT OF ISRAEL

As required by ARS §§ 35-393 to 35-393.01, Entity certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Contract.

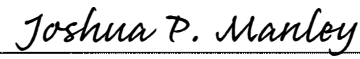
ARIZONA BOARD OF REGENTS ON BEHALF
OF THE UNIVERSITY OF ARIZONA


Tom Fiebiger C.P.M. Purchasing Manager

Date

07/25/17

ReplyBuy, Inc..
7147 E. Rancho Vista Drive, Suite 104
Scottsdale, AZ. 85251


Josh Manley, CEO

Date 7/25/17

REPLYBUY, INC.
CLIENT APPLICATION MARKETING AGREEMENT

This Application Marketing Agreement (the "**Agreement**") is entered into effective as of July 15, 15 (the "**Effective Date**") by and between ReplyBuy, Inc., a Delaware corporation ("**RB**"), and the University of Arizona, ("**CLIENT**").

RB is a technology company owning a mobile sales and marketing platform that is coupled with a back end campaign management and analytics system to help professional and collegiate athletic teams, performing artists, promoters, venues, and other live entertainment organizations effectively engage Client's event patrons ("**Patrons**") and generate revenue for the Client's live entertainment events. RB's next generation technology, as more fully identified on Schedule A (the "**RB Services**"), offers Patrons the ability to instantly purchase tickets to live entertainment events, merchandise, memorabilia, and other offerings or services with a simple "reply" text message. Client is a live entertainment organization that wishes to enter into a business relationship with RB to market the RB capability to Patrons.

This Agreement consists of this signature page, the Terms and Conditions, beginning below, and those Schedules attached hereto. If there is a conflict between the terms and conditions of this Agreement and those of any Schedule, the terms and conditions of this Agreement control over those of the Schedule.

As more fully detailed in Section 9(g), this Agreement represents the entire understanding between the parties hereto with respect to the subject matter set forth herein.

For purposes of Section 9(d) of this Agreement, the initial contact information of each party is as follows:

ReplyBuy, Inc.
7147 E. Rancho Vista Dr.
Suite B29
Scottsdale, AZ. 85251

Attention: Josh Manley
Email: josh@replybuy.com

University of Arizona
1 National Championship Drive
P.O. Box 210096
Tucson, AZ 85721

Attention: Beth Megerle
Email: emegerle@email.arizona.edu

IN WITNESS WHEREOF, RB and Client have caused this Agreement to be executed by their respective, duly authorized officers or representatives, effective as of the Effective Date.

RB: ReplyBuy, Inc.

By: Joshua P. Manley

(Print name): Joshua P. Manley

Title: CEO

**Arizona Board of Regents on behalf
of The University of Arizona**

Client: University of Arizona

By: Tom Fiebigler

(Print name): TOM FIEBIGER

Title: PURCHASING MANAGER

**The attached Addendum is hereby
Incorporated into this agreement.**

TERMS AND CONDITIONS

- I. **Duties of RB and Client.** RB and Client each agree to undertake and fulfill the duties and obligations set forth on Schedule A hereto. Capitalized terms used in this Agreement are defined herein or on Schedule A.
- II. **Fees and Payment.**
- (a) **Pricing.** The parties agree to the pricing for the applicable RB Services that Client elects for RB to deliver to Patrons during the Term and which such pricing is more fully detailed and calculated in accordance with Schedule A.
- (b) **Payment.** Within thirty (30) days of the end of each month during the Term, RB agrees to pay Client, via ACH (check or electronically), the aggregate net sales revenue proceeds after expenses and fees have been deducted from the Gross Revenue produced in the previous calendar month from transactions completed utilizing the "RB Platform" referred herein as "Client Proceeds" (defined on Schedule A) owed to Client. Client will provide RB with all necessary ACH instructions or link them electronically to their account required to successfully process payment into their designated United States domiciled financial institutions bank account. All payments made under this Agreement shall be in United States dollars. The payments under this Section are net amounts to be received by the applicable party, exclusive of all taxes, duties, sales taxes, value added taxes, assessments, and similar taxes and duties, and, except as otherwise provided herein, are not subject to offset or reduction because of any costs, expenses, taxes, duties, assessments, or liabilities incurred by the other party or imposed on a party in the performance of this Agreement or otherwise due as a result of this Agreement. Notwithstanding the foregoing, each party shall be responsible for the payment of any and all of its own income taxes and income tax withholding. Client shall remit to the proper authorities all sales tax owed in connection with the RB Services sold to Patrons.
- III. **Term and Termination.**
- (a) This Agreement shall be in effect as of the Effective Date and, unless terminated in accordance with this section, will continue in effect until July 7th, 2017 (the "**Initial Term**"). Following the Initial Term, the Agreement shall renew for additional twenty four (24) month terms (each a "**Renewal Term**") if Client notifies RB in writing of its intent to renew, such notification being due no less than ninety (90) days prior to the end of the Initial Term or the then-current Renewal Term. The Initial Term and any Renewal Term are referred to collectively herein as the "**Term**".
- (b) Either party may terminate this Agreement upon the breach by the other party of a provision of this Agreement, which breach is not cured within 30 days of the date of written notice thereof.
- (c) In addition to those sections of this Agreement that survive expiration or termination of this Agreement by their express terms, Sections 5, 6, 8, and 9 shall survive the expiration or termination of this Agreement in perpetuity or to the maximum extent permitted by applicable law.
- IV. **Representations and Warranties.** Each party hereby represents and warrants to the other that it:
- (a) Has authorized the person who is signing this Agreement for such party to execute and deliver this Agreement; and
- (b) Has all rights and licenses necessary to enter into this Agreement and to perform its obligations hereunder.
- V. **Proprietary Rights.** RB and Client shall retain any and all right, title, and interest in and to each party's respective intellectual property of any nature (including, but not limited to, trade secrets, copyrights, and trademarks), unless otherwise agreed by RB and Client in writing. Except as otherwise provided herein, RB and Client each agree not to reproduce the other party's intellectual property. Without limiting the foregoing, each party shall retain all right, title, and interest to any pre-existing data or independently created list of customers and any data or list created or obtained by each party through performance under this Agreement.
- VI. **Licenses.**
- (b) During the Term, RB and Client each will have the non-exclusive right, without separate charge, to use the other's business name and any images, logos, trade names, trademarks, or service marks as may be necessary to fulfill their obligations under this Agreement (referred to collectively herein as the "**Marks**"). Each use of the Marks by the other party shall be subject to prior approval and either party hereto shall have the right to reasonably object to the other party's use of its Marks and to reasonably direct the use of its Marks on the RB Application (defined below) or any web site controlled by the other party. Each of RB and Client will retain all goodwill and all other rights in connection with their respective Marks. Neither RB nor Client will obtain any rights in the other's Marks as a result of their use of the other's Marks.
- (c) In each case where any Marks appear, appropriate notices shall indicate that such Marks are the trademarks of the respective parties. Neither party shall use the Marks of the other party in connection with any product or service that is obscene or libelous or in any manner that is unlawful. Each party reserves the right to refuse to allow the other party to use the Marks together with any service or product that such party believes, in its reasonable discretion, to be inappropriate for such party's target market.

VII. Confidentiality.

- (a) Each party acknowledges that, in the course of their relationship, they will receive, work with and be exposed to certain confidential information and knowledge concerning the business of the other party and its affiliates, whether or not reduced to writing, including, without limitation, information and knowledge pertaining to the RB Offerings, Trade Secrets, accounting data, and other proprietary information relating to the business of Client and RB (collectively, the “**Confidential Information**”). Each party agrees to use the same measures to protect the other party's Confidential Information as it takes to protect its own Confidential Information, but in no event less than reasonable care under the circumstances.
- (b) The following information shall not be subject to the confidentiality restrictions set forth in this Section 8: (i) information that the receiving party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the disclosing party or from a third party under a continuing obligation of confidence to the disclosing party; (ii) information which is now or subsequently becomes known or available to the public or in the trade by publication, commercial use or otherwise through no act or fault on the part of the receiving party; and (iii) information which the receiving party is required to disclose in response to a valid court order or otherwise required to be disclosed by law, but only if the receiving party has given the disclosing party prompt written notice of the potential for such disclosure and the opportunity to seek a protective order or obtain other relief to preserve the confidentiality of the Confidential Information.
- (c) With regard to Confidential Information that constitutes a trade secret under applicable law, the obligations in this Section shall continue for so long as such information constitutes a trade secret. With regard to all other Confidential Information, the obligations in this Section 8 shall continue for the Term and for a period of four (4) years thereafter.

VIII. General.

- (a) Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto, except that a party may assign this Agreement to an affiliate or upon a Change of Control. For purposes of this Agreement, a “Change of Control” means a sale of all or substantially all of the assets of a party or the transfer of a controlling interest in the voting stock of a party. Subject to the foregoing, the rights and obligations of the parties will bind and inure to the benefit of their respective successors and assigns.
- (b) Delay. Neither party will be liable to the other party for any failure nor delay in performance caused by reasons beyond such party's reasonable control, and any such failure or delay will not constitute a breach of this Agreement.

- (c) Expenses. Except as otherwise noted, each party to this Agreement will bear its own expenses in connection with fulfilling its obligations under this Agreement.
- (d) Notices. Any notices under this Agreement shall be delivered by nationally-recognized express delivery services, or certified or registered mail, return receipt requested, to the address of the respective party set forth on the signature page to this Agreement, or such other address as a party may subsequently specify in writing. Notice by express delivery will be deemed received effective upon delivery. Notice by certified or registered mail will be deemed received effective on the date signed for or rejected by addressee.
- (e) Nature of Relationship. Neither this Agreement nor the parties' business relationship established hereunder will be construed as a partnership, joint venture or agency relationship, or as granting any franchise.
- (f) Waiver. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.
- (g) Final Agreement. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications and understandings (both written and verbal) regarding such subject matter.
- (h) Equitable Relief. Each of the parties hereto acknowledges that violation of Sections 6, 7, and 8 hereof may cause irreparable injury to the other party, and that such violation may not be capable of remedy by money damages or other remedy at law. Each party shall therefore accordingly have the right to seek injunctive and equitable relief to restrain any improper disclosure or use (or any attempted or intended disclosure or use) in any court of competent jurisdiction, without the necessity of either party posting any bond in such proceeding, any such bond requirement being hereby waived by the parties hereto. The parties hereto acknowledge that they have relied on the provisions hereof in making their decision to disclose the confidential information hereunder and that neither party would have made such disclosures unless entitled to the protection of this provision.
- (i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.
- (j) Governing Law; Venue. This Agreement shall be governed by the laws of the State of Arizona, without giving effect to any principles that may provide for the application of the laws of another jurisdiction. The parties agree that the federal and state courts in the State of California shall have personal jurisdiction over the parties with respect to, and that venue shall be proper in such courts with respect to, and that such courts shall be the exclusive forum for the resolution of any matter or controversy arising from or with respect to this Agreement.

Schedule A

To

Client Application Marketing Agreement

1. The RB Offerings.

During the Term, RB will provide the "RB Offerings" which are collectively (a) the RB Platform and (b) one or more of the RB Services delivered to Patrons for and on behalf of the Client.

2. The RB Platform.

RB delivers a proprietary sales and marketing platform that is coupled with a back end campaign management and analytics system to help Clients maximize unsold inventory opportunities and effectively engage Client's event patrons ("Patrons") to increase revenue for the Client's live entertainment events. Clients will have access the platform and back end system to directly engage Patrons providing the ability to instantly purchase tickets to live entertainment events, merchandise, memorabilia, and other offerings or services with a simple "reply" text message.

- License(s): 3 administrative licenses
- Campaign management dashboard: Full access
- Patron data base: CRM upload access granted
- Reporting: Analytics & campaign tracking
- Managed Services: Includes up to 8 hours per month of campaign creation, strategy and dedicated account resources

3. RB Services.

During the Term RB will deliver the following RB Services to be delivered by RB to Patrons through the RB Platform (collectively, the "RB Services"):

Participating Patrons will be enabled with the capability to purchase the following types of campaigns from University of Arizona at Client's sole discretion.

- Event tickets
- Merchandise
- Redeemable Vouchers

4. Fees and Expenses.

Client shall pay to RB for the applicable RB Services delivered by RB to Patrons the fees set forth in this Section 4 of this Schedule A which such fees shall be calculated as follows:

- (a) (WAIVED) Consulting Fees are billed hourly at the rate of \$250.00 per hour for services including graphics or creative design, onsite training (minimum of 8 hours), and phone consultation in excess of the allocated RB Services as defined in Section 3 of this Schedule A.
- (b) Messaging Fees are the rates associated with sending each outbound SMS Text Message sent and Client acknowledges and accepts that SMS text messages may consist of Concatenated Messages as is defined in Section 4(b) of this Section A of this Agreement. Messages sent that require Concatenated Messages will be charged for the number of messages required multiplied by the Messaging Rates listed below in Section 4 (c) of Schedule A of this Agreement in excess of Client's monthly Outbound SMS Message Limit.
- (c) Messaging Rates shall be defined at the rate of \$0.01 per SMS Text Message sent. There is no charge for inbound messages received. Client shall only be charge for Outbound SMS Messages sent in excess of their monthly Outbound SMS Message Limit as is defined herein this Schedule A of this Agreement in Section 6(g).
- (d) (WAIVED) Monthly Platform Fee is the monthly rate paid by Client to RB for the use of and access to the RB Platform. These fees shall be paid monthly on a reoccurring charge via Clients credit card that they designate for payment. For the Term of this Agreement, the Monthly Platform Fee shall be defined in this Section 4 (VII.) of this Schedule A as listed below.

YEAR 1: \$1,500 Per Month (Months 1 - 12 from the Execution Date of this Agreement)

- (e) (WAIVED) Pre-Agreed Travel Expenses are expenses that RB may incur during the course of travel of one or more RB employees to meet with Client at the Clients request for the purposes of onsite training, consulting, or otherwise. At the Clients request, RB will travel to and from Clients place of business or otherwise and Client agrees to reimburse RB for all related airfare, lodging or hotel expenses, rental car or other ground transportation expenses, and other similarly related expenses associated with business travel in RB's performance of Clients request. In advance of any travel reservations that shall incur an immediate cost, RB will inform Client of the estimated cost and obtain approval from Client prior to booking travel.
- (f) Processing Fees are the costs associated with processing each credit card transaction and shall be deducted from Clients Gross Sales Revenue on a per transaction basis. This rate may change from time-to-time with the current Processing Fee being defined at the rate of 3% of the total US Dollar amount being processed for each transaction.
- (g) Sales Transaction Revenue Share is the percentage of each purchase transactions Gross Sales Receipts (USD \$) value that shall be retained by RB for each Sales Transaction generated on the RB Platform after Processing Fees have been deducted from the Gross Sales Revenue. For the purposes of this Agreement, the Sales Transaction Revenue Share shall be defined as 30% of the Gross Sales Receipts.
- (h) Service Fees are the cost added to the ticket price for each campaign and shall be defined at the rate of \$2.00 per ticket. (i.e. \$50 ticket becomes \$52 when presented to the fan)

5. Calculation of Client Proceeds, Schedule of Payment, and Payment Method.

- I. Client Proceeds are the net revenue dollar (USD \$) value that RB shall remit to Client after all fees, costs, and related expenses have been deducted from the total gross revenue generated from Clients account in the prior calendar month. For the purposes of this Agreement, the Client Proceeds shall be calculated as shown below.

Step 1: \$ Gross Sales Receipts – 3% Processing Fees - RB Sales Transaction Revenue Share (30%)

= \$ Net Sales Revenue

Step 3: \$ Net Sales Revenue

= \$ Client Proceeds for calendar month

- II. Schedule of Payment shall defined as the frequency with which RB shall make payment to the Client the Client Proceeds owed from sales generated utilizing the RB Platform. For the purposes of this Agreement, RB shall make regular calendar monthly payments to the Client of all Client Proceeds owed for sales generated, processed, and fully settled one (1) calendar month in arrears.
- III. Payment Method shall be defined as the method used by RB to make payment to Client any Client Proceeds owed to Client by RB as are set forth in Section 2(b) of this Agreement and herein this Section 5(III) of this Schedule A of this Agreement. For the purposes of this Agreement the Payment Method shall be ACH. Client acknowledges and agrees to provide all necessary ACH payment instruction need to make such payments.

6. General Obligations

- I. RB and Client acknowledge and agree to work together on the following items in connection with the performance under this Agreement herein referred to as "General Obligations".
 - a) Campaigns:
 - Number of Campaigns: Minimum of 50% for Football and Men's Basketball games. More as requested.
 - b) Email activations:
 - Work with the team to isolate previous Patrons as prospective targets for the new University of Arizona program.
 - Patrons will receive a customized email invitation to activate and participate in the new University of Arizona program.
 - ReplyBuy will build a customized landing page for Patrons to confirm their information.
 - RB will measure and track engagement Patron adoption and report back to Client on each email deployment.
 - RB will help supply the "activation" messaging and submit for approval to Client.
 - Messaging frequency to non-opted in fan base will occur every 45 – 60 days.

- c) Social Media: Client agrees to promote new program or campaigns they choose to conduct in a calendar month on the Client's social media pages in the following minimum level of frequency or occurrence.
- Facebook: 2 times per month.
 - Twitter: 2 times per month.
 - Instagram: 2 times per month.
- d) In-Venue Awareness: Client and RB agree to work collectively to generate Patron awareness utilizing the following "In-Venue" mediums.
- Over Air Announcements
 - Digital Signage
 - Signup to win contests
- e) In-App: Client and RB agree to work collectively to make the registering for the new University of Arizona program an option within the existing iOS and Android application (if applicable).
- f) Press Release: Both Client and RB agree to issue up to two (2) press releases announcing or discussing the new University of Arizona program for Patrons. However, before any public announcement is released both Client and RB agree that any and all content contained in the announcement will be mutually agreed upon.

Addendum

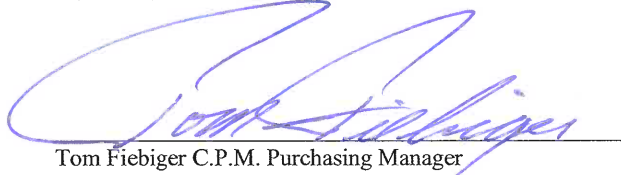
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The Contractor agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the contract. In addition, the Contractor agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

ARIZONA BOARD OF REGENTS ON BEHALF
OF THE UNIVERSITY OF ARIZONA



Tom Fiebiger C.P.M. Purchasing Manager

Date

02/15/15

Reply Buy, Inc..
7147 E. Ranhco Vista Drive
Suite B29
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Josh Manley

Date